

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

FILED
U.S. DISTRICT COURT
INDIANAPOLIS DIVISION
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WACHOVIA SECURITIES, LLC and)
DENNIS BIELFELDT,)

Interpleader Plaintiffs,)

v.)

MADDOX HARGETT & CARUSO, P.C.,)
STOLTMANN LAW OFFICES, P.C.,)
OTTILIA DEE BALDWIN,)

As Trustee for the Otilia Dee Baldwin)
Revocable Trust, and)

JOANNA SUNDERLAND)

As Trustee for the Otilia Dee Baldwin)
Revocable Trust,)

Interpleader Defendants.)

SOUTHERN DISTRICT
OF INDIANA
LAURA A. BRIGGS
CLERK

1 :05-cv-19 16-DFH-VSS

CAUSE NO. _____

COMPLAINT FOR INTERPLEADER

For their Complaint for Interpleader, Interpleader Plaintiffs Wachovia Securities, LLC (“Wachovia”) and Dennis Bielfeldt (“Bielfeldt”) state as follows:

Parties

1. Otilia Dee Baldwin is an adult residing in Indiana. She is a citizen and resident of the State of Indiana. She is a Trustee of the Otilia Dee Baldwin Revocable Trust. The Otilia Dee Baldwin Revocable Trust has obtained an award against Wachovia and Bielfeldt in an NASD Arbitration, Case No. 05-02573 (the “NASD Arbitration”), in the total amount of \$431,042.

2. Joanna Sunderland is an adult residing in Indiana. She is a resident and citizen of Indiana. She is a Trustee of the Otilia Dee Baldwin Revocable Trust.

3. Andrew Stoltmann is an attorney, and represented Otilia Dee Baldwin and Joanna Sunderland as Trustees for the Otilia Dee Baldwin Revocable Trust in the NASD

Arbitration on behalf of Stoltmann Law Offices, P.C., which is an Illinois corporation, with its principal place of business in Chicago, Illinois. Stoltmann Law Offices, P.C. is a citizen and resident of Illinois.

4. Maddox Hargett & Caruso, P.C. is a corporation organized under the laws of the State of Indiana, with its principal place of business in Hamilton County, Indiana, and thus is a citizen and resident of Indiana.

Jurisdiction and Venue

5. This Court has jurisdiction under the federal interpleader statute, 28 U.S.C. §1335. Two or more of the interpleader defendants are of diverse citizenship, and the amount at issue exceeds \$500.00.

6. Venue exists in this district pursuant to 28 U.S.C. §1397, as one or more of the adverse claimants resides in this district.

Cause Of Action In Interpleader

7. On November 30, 2005, the NASD Arbitration Panel awarded Otilia Dee Baldwin as Trustee for the Otilia Dee Baldwin Revocable Trust an award against Wachovia and Bielfeldt (the "Arbitration Award") as follows:

- A. \$320,000 as compensatory damages;
- B. \$106,667 as attorney's fees;
- C. \$4,000 as costs; and
- D. \$375.00 to reimburse Otilia Dee Baldwin as Trustee for the Otilia Dee Baldwin Revocable Trust for a non-refundable NASD fee.

Pursuant to the Arbitration Award, the amounts awarded in favor of Otilia Dee Baldwin as Trustee of the Otilia Dee Baldwin Revocable Trust and against Wachovia and Mr. Bielfeldt,

jointly and severally, must be paid no later than January 3, 2006. A true and correct copy of the of the Arbitration Award of November 30, 2005 is attached as Exhibit A.

8. In a letter dated December 29, 2005 from Mark E. Maddox of Maddox Hargett & Caruso, P.C., to Wachovia, Maddox Hargett & Caruso, P.C. asserted an attorney's lien in the amount of one-third of any and all amounts Wachovia may owe to the Ottilia Dee Baldwin Revocable Trust as a result of the NASD Arbitration proceedings. A true and correct copy of the December 21, 2005 letter from Mark Maddox to Wachovia is attached as Exhibit B.

9. The Stoltmann Law Office, P.C. is shown as counsel of record for Ottilia Dee Baldwin and Joanna Sunderland as Trustees for the Ottilia Dee Baldwin Revocable Trust in the Arbitration Award.

10. In light of the purported attorney lien asserted by Maddox Hargett & Caruso, P.C. against one-third of the total Arbitration Award in favor of the Ottilia Dee Baldwin Revocable Trust, which is equal to \$143,680.67, (the "Disputed Arbitration Award Amount"), Wachovia and Bielfeldt cannot pay the entire Arbitration Award to Ottilia Dee Baldwin as Trustee for the Ottilia Dee Baldwin Revocable Trust and/or to Andrew Stoltmann and/or the Stoltmann Law Office, P.C. without facing actual and/or potential multiple liability for the amount of the purported attorney lien, *i.e.* the Disputed Arbitration Award Amount. Accordingly, Wachovia seeks to interplead the Disputed Arbitration Award Amount -- \$143,680.67.

11. Wachovia and Bielfeldt are ready, willing and able to pay the disputed Arbitration Award Amount to the person(s) entitled to the Disputed Arbitration Award Amount, and are prepared to pay the Disputed Arbitration Award Amount into this Court, or as the Court directs.

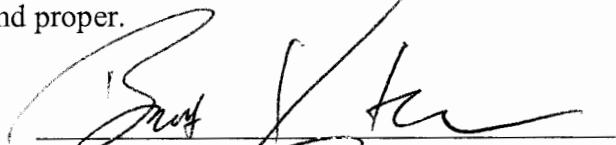
12. Wachovia and Bielfeldt are mere stake holders with respect to the Disputed Arbitration Award Amount.

13. By reason of the actual and potential adverse and conflicting claims of Maddox Hargett & Caruso, P.C., the Ottilia Dee Baldwin Revocable Trust, and the Stoltmann Law Offices, P.C., Wachovia and/or Bielfeldt are or may be exposed to double or multiple liability for the Disputed Arbitration Award Amount.

14. Until this Court rules who is the proper recipient of the Disputed Arbitration Award Amount, Wachovia and/ or Bielfeldt cannot safely determine the proper payee of the Disputed Arbitration Award Amount.

WHEREFORE, Wachovia and Bielfeldt request:

- (a) Injunctive relief restraining each of the Interpleader Defendants from instituting or maintaining an action against Wachovia and/or Bielfeldt relating to the Arbitration Award and/or the Disputed Arbitration Award Amount;
- (b) An order requiring the Interpleader Defendants to Interplead and to determine their rights to the Disputed Arbitration Award Amount;
- (c) An order discharging Wachovia and Bielfeldt from any further liability;
- (d) An order awarding Wachovia and Bielfeldt their reasonable costs and attorney's fees; and
- (e) An order awarding Wachovia and Bielfeldt all other relief that the Court deems just and proper.



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